

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

Chapter 11

KIC-1, L.L.C.,

Case No. 10-12753-ALG

Debtor.

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NOTICE OF ASSIGNMENT OF MORTGAGE AND SECURED CLAIM

PLEASE TAKE NOTICE that pursuant to Bankruptcy Rule 3001(e)(2), KH 753 9th Avenue LLC, as Assignee, hereby files Notice that it has acquired by assignment all right, title and interest of JPMorgan Chase Bank, NA (“Assignor”) in and to that certain mortgage encumbering the Debtor’s property, together with all related rights in and to the secured claim in the sum of \$2,541,833.26 filed by Assignor in connection with the Chapter 11 bankruptcy proceedings of KIC-1, LLC pending in the United States Bankruptcy Court for the Southern District of New York under Case No. 10-12753(ALG). A copy of the Assignment of Mortgage, Assignment of Loan Documents and Assignment of Claim are collectively attached hereto as Exhibit “A”.

PLEASE TAKE FURTHER NOTICE that pursuant to Bankruptcy Rule 2002(g) all further notices, all future payments, distributions, correspondence and pleadings relating to the mortgage interest and secured claim be sent or delivered to the Assignee at:

c/o Goldberg Weprin Finkel Goldstein LLP
1501 Broadway, 22nd Floor
New York, New York 10036
Attn: Kevin J. Nash, Esq.

Dated: New York, New York
December 17, 2010

GOLDBERG WEPRIN FINKEL GOLDSTEIN LLP
as attorneys for the Assignee
1501 Broadway, 22nd Floor
New York, New York 10036
(212) 221-5700

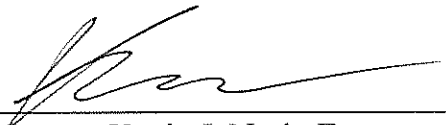
By: 
Kevin J. Nash, Esq.
A Member of the Firm

EXHIBIT A

ASSIGNMENT OF MORTGAGE

KNOW THAT JPMORGAN CHASE BANK, N.A., a national association, having an address at 3929 West John Carpenter Freeway, Irving, Texas 75063 (the "Assignor"), in consideration of TEN AND 00/100 (\$10.00) DOLLARS and other good and valuable consideration paid by KH 753 9th Ave Associates, LLC, a New York limited liability company, having an address at 3 West 57th Street, 7th Floor, New York, NY 10019 (the "Assignee"), hereby assigns unto the Assignee all of its rights, title and interest in and to those certain mortgages more fully described on Exhibit A attached hereto and made a part hereof (collectively, the "Mortgages"), covering the premises in the County of New York, Borough of Manhattan and State of New York, commonly known as 753 9th Avenue, New York, New York 10019 and more particularly described in the Mortgages.

TOGETHER with the bonds or notes or obligations described in the Mortgages (collectively, the "Notes"), and the moneys due and to grow due thereon with the interest; TO HAVE AND TO HOLD the same unto the Assignee and to the successors, legal representatives and assigns of the Assignee forever.

This Assignment is not subject to the requirements of Section two hundred seventy-five of the Real Property Law because it is an assignment within the secondary mortgage market.

Assignor purchased the Mortgage from the Federal Deposit Insurance Corporation as receiver for Washington Mutual Bank.

This Assignment is made without recourse to the Assignor and is made to and accepted by the Assignee without covenant, warranty or representation by the Assignor of any kind whatsoever, express or implied (except as set forth in a certain Loan Purchase Agreement between JPMORGAN CHASE BANK, N.A. and KH 753 9th Ave Associates, LLC, a New York limited liability company); provided, however, that the Assignor hereby represents that it has not assigned, transferred, pledged, sold or hypothecated the Notes and/or the Mortgages to any other person or party.

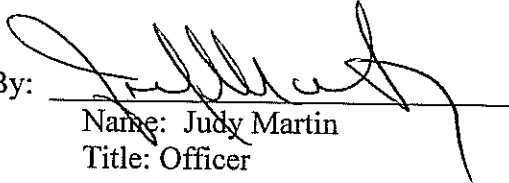
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The word "Assignor" or "Assignee" shall be construed as if it read "Assignors" or "Assignees" whenever the sense of this instrument so requires.

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment of Mortgage on October 29, 2010.

ASSIGNOR:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Judy Martin
Title: Officer

STATE OF TEXAS

)

) ss.:

COUNTY OF DALLAS

)

On the 29th day of October in the year 2010, before me, the undersigned, personally appeared Judy Martinez, Officer, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public M. Hollingsworth

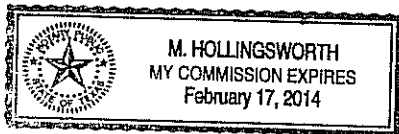


Exhibit A

Description of Prior Mortgages

~~Mortgage A~~

~~Mortgagor:~~ Nicole Helena, Ltd.
~~Mortgagee:~~ Nicholas Danielides, Albert V. Messina, and Arie L. Liebeskind
~~Amount:~~ \$175,000.00
~~Dated:~~ November 18, 1988
~~Recorded:~~ December 19, 1988
~~Reel:~~ 999
~~Page:~~ 1846
~~Mortgage Tax Paid:~~ \$3,937.50
~~Note:~~ Partially satisfied as to the interest of Nicholas Danielides by document recorded 7/13/1995 in Reel 2223 at Page 2084. Investigating with prior insurer.

Mortgage B

Mortgagor: KIC-1, LLC
Mortgagee: The Dime Savings Bank of Williamsburgh
Amount: \$1,000,000.00
Dated: September 7, 2000
Recorded: October 10, 2000
Reel: 3172
Page: 303
Mortgage Tax Paid: \$27,500.00

Unpaid principal: \$927,429.27

Mortgage C

Mortgagor: KIC-1, L.L.C.
Mortgagee: Washington Mutual Bank
Amount: \$1,072,570.73
Dated: November 30, 2005
Recorded: To Be Recorded

Mortgage Consolidation, Modification and Extension Agreement C1

Between: KIC-1, L.L.C.
And: Washington Mutual Bank
Dated: November 30, 2005
Recorded: To Be Recorded
Note: Mortgages A, B and C are hereby consolidated into a single lien of \$2,000,000.00.

ASSIGNMENT OF LOAN DOCUMENTS

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

(Space Above For Recorder's Use)

ASSIGNMENT OF LOAN DOCUMENTS

THIS ASSIGNMENT OF LOAN DOCUMENTS (this "Assignment") is made as of this 29th day of October, 2010, by JPMORGAN CHASE BANK, N.A., a national banking association ("Assignor") to and in favor of KH 753 9th Ave Associates, LLC, a New York limited liability company-("Assignee").

RECITALS:

A. Assignor is the legal and equitable owner and holder of that certain Note in the principal amount of \$2,000,000.00 dated November 30, 2005 (the "Note"), which Note is secured by, among other things, that certain Mortgage as more particularly described in Schedule 1 attached hereto and incorporated by this reference (collectively, the "Mortgage") regarding the real property as more particularly described on Exhibit A attached hereto and incorporated by this reference.

B Assignor purchased the Mortgage from the Federal Deposit Insurance Corporation as receiver for Washington Mutual Bank.

C. Assignor has simultaneously herewith endorsed the Note to Assignee and the parties desire that the Note, the Mortgage and all other documents executed in connection with the Note be assigned to Assignee.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby absolutely, irrevocably and unconditionally sells, assigns, transfers, sets over, conveys and endorses to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following documents (collectively, the "Loan Documents"):

- (a) the Mortgage;
- (b) the Note;

(c) the Title Policy; and

(d) All other documents that evidence or secure the obligations under the Note.

2. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

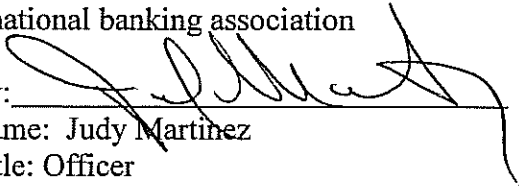
3. THIS ASSIGNMENT IS MADE WITHOUT RECOURSE OR WARRANTY OF ANY KIND, AND ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER WITH RESPECT TO THE LOAN DOCUMENTS, THE OBLIGATIONS EVIDENCED BY THE LOAN DOCUMENT OR THE COLLATERAL, IF ANY.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed in its name by duly authorized officers as of the date first above written.

ASSIGNOR

JPMORGAN CHASE BANK, N.A.,
a national banking association

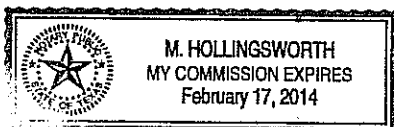
By: 
Name: Judy Martinez
Title: Officer

STATE OF TEXAS

COUNTY OF DALLAS

)
) ss:
)

On the 29th day of October, 2010, before me, the undersigned, personally appeared Judy Martinez, Officer, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.




Notary Public- M Hollingsworth

Schedule 1

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Dated: November 30, 2005
Recorded: To Be Recorded
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Exhibit A

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:-

BEGINNING at a point on the westerly side of Ninth Avenue, distant 25 feet Southerly from the Southwesterly corner of 51st Street and Ninth Avenue;

RUNNING THENCE Westerly, parallel with 51st Street, 100 feet;

THENCE Southerly parallel with Ninth Avenue, 25 feet 2-1/2 inches;

THENCE Easterly, parallel with 51st Street, 100 feet to the Westerly side of Ninth Avenue;

THENCE Northerly along the Westerly side of Ninth Avenue 25 feet 2-1/2 inches to the point or place of BEGINNING.

PROPERTY ADDRESS: 753 9th Avenue, New York, New York 10019

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
JP MORGAN CHASE BANK, N.A.,

Index No. 600708/09

Plaintiff,

ASSIGNMENT OF CLAIM

-against-

KIC-1, LLC, NEW YORK STATE DEPARTMENT
OF TAXATION AND FINANCE, NEW YORK CITY
DEPARTMENT OF FINANCE, NEW YORK CITY
ENVIRONMENTAL CONTROL BOARD, GEORGE
KOUSTIS, VINTAGE BAR,

Defendants.
-----X

Plaintiff JPMorgan Chase Bank, National Association (the "Lender")¹, hereby assigns, sells and sets over to KH 753 9th Ave Associates, LLC, a New York limited liability company ("Assignee") all of its right, title and interest in and to the within action.

¹ The Lender refers to JPMorgan Chase Bank, N.A., as the purchaser of the loan in issue in this foreclosure action and certain other assets of Washington Mutual Bank (the "Bank") from the Federal Deposit Insurance Corporation acting as receiver for the Bank.

This assignment is as is, with all faults and without representation, warranty or recourse, express or implied of any type, kind, character or nature except as otherwise expressly provided in the Loan Purchase and Sale Agreement, between the Lender and the Assignee.

JPMORGAN CHASE BANK, N.A.

By: _____

Name: Judy Martinez

Title: Officer

STATE OF TEXAS

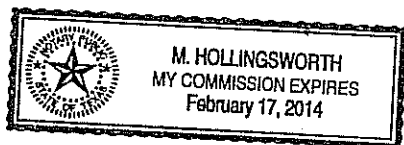
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) ss.:

COUNTY OF DALLAS

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On the 29th day of October in the year 2010, before me, the undersigned, personally appeared Judy Martinez, Officer, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public – M. Hollingsworth